

# UNOFFICIAL COPY

RECORD & RETURN TO:  
THIS INSTRUMENT PREPARED BY:  
JO BEJELDY  
HARTLAND FINANCIAL SERVICES, INC.  
200 W. MADISON ST. SUITE 400  
CHICAGO, IL 60606

92746979

LOAN# 29218

92746979

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 29, 1992**  
The mortgagor is **CAROL M. CONGENIE, SINGLE NEVER MARRIED**

(Borrower). This Security Instrument is given

**HARTLAND FINANCIAL SERVICES, INC.**  
which is organized and existing under the laws of

**ILLINOIS**

, and whose address

**200 W. MADISON ST. SUITE 400 CHICAGO, IL 60606**

(Lender). Borrower owes Lender the principal sum of

**SEVENTY NINE THOUSAND ONE HUNDRED AND NO/100-----**  
~~DEBT IN U.S. CURRENCY~~ **79,100.00** This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

**OCTOBER 1, 2022**. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

**COOK**

County, Illinois:

**LOT 270 IN 2nd AUSTIN BOULEVARD ADDITION TO BOULEVARD MEADOW SUBDIVISION OF  
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 18 ACRES  
THEREOF) IN COOK COUNTY, ILLINOIS.**

TAX ID# **16-32-410-022**

• DEPT-01 RECORDING \$31.50  
• T45555 TRAN 757 10/07/92 14:39:00  
• #1496 # E \*-92-746979  
• COOK COUNTY RECORDER

which has the address of **3600 S. 58th CT.**  
(Street)

**CICERO**  
(City)

**Illinois** **60050** ("Property Address")  
(Zip Code)

**ILLINOIS Single Family - Fannie Mae Freddie Mac UNIFORM INSTRUMENT**  
ITEM 1074 (2020)

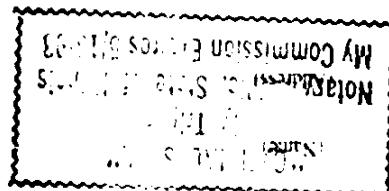
Form 1014-990 (page 1 of 6 pages)

Great Lakes Business Forms Inc. ■  
To Order Call 1-800-530-9281 • Fax 616-791-1131

3150

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Form 3014 9/90 (Part 6 of 6 pages)



This instrument was prepared by

Notary Public

Given under my hand and official seal, this 28TH day of SEPTEMBER, 1992

forth.

and delivered the said instrument at HER free and voluntary act, for the uses and purposes herein set  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed  
IS personally known to me to be the same person(s) whose name(s) .

CARRE M. CONGRENTE, SINGLE NEVER MARRIED

do hereby certify that

, a Notary Public in and for said county and state,

County ss:

COOK

## 1. THE UNDERSIGNED

STATE OF ILLINOIS.

Carrie M. Congrente  
Borrower  
(Seal)

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this  
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider
- Other(s) (specify) \_\_\_\_\_

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable box(es)]

[Check applicable box(es)]

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- applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial action, in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" mean, federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration, and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees, and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

2014-09-09  
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3. **Hazard or Property Insurance.** Borrower shall keep the improvements now or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which lender requires insurance. This insurance shall be maintained in the amounts and for the one or more of the actions set forth above within 10 days of the giving of notice.

over this Security instrument, lender may give Borrower a notice indefinitely the term. Borrower shall satisfy the lien or take to this Security instrument if lender determines that any part of the property is subject to a lien which may attach prior to the commencement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to lender subordinating the lien by, or detaches a separate encroachment of the lien in, legal proceedings which in the lender's opinion operate to prevent the lien by, or which may affect the obligation secured by the lien in a manner acceptable to lender; (b) contributes in good faith the in writing to the party to the payment of the amount of the improvements now or hereafter erected on the property; (c) agrees to the Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower:

4. **Charges.** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach under paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charges due under this Note.

paragraphs 1 and 2 shall be applied; first, to any payment charges due under the Note; second, to amounts paid under paragraph 3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by lender under accrued by this Security instrument.

Borrower, shall apply any funds held by lender at the time of acquisition of title as a credit against the sums paid of the property, unless otherwise provided in the Note; or to the acquisition of title to the security instrument or funds held by lender. If, under paragraph 2, lender shall acquire or sell the property, lender, prior to the acquisition of upon payment in full of all sums secured by this Security instrument, lender shall promptly refund to Borrower any delinquency in no more than twelve months, at lender's sole discretion.

Lender at any time is not sufficient to pay the escrow items when due, lender may so notify Borrower in writing, and Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by lender each pay to lender to make up the deficiency. Borrower shall pay to lender the amount necessary to make up the such case Borrower shall pay to lender the amount necessary to pay all sums secured by this Security instrument.

such sum to Borrower, without charge, an annual account of the funds, showing credits and debits to the funds and the shall give to the funds. Borrower and lender may agree at any time, however, that lender may be paid on the funds and the earnings on the funds made or applicable law requires, to be paid, lender shall not be required to pay Borrower any interest or agreed amount is made to lender in connection with this loan, unless applicable law provides otherwise. Unless an escrow item reporting service used by lender to pay a one-time charge for an independent real

lender to make such a charge. However, lender may require Borrower to pay a one-time charge for the escrow account, or verifying the escrow items, unless lender pays Borrower interest on the funds, usually arising from the escrow items. Lender may not charge Borrower for holding and applying the funds, usually arising from the escrow items, or including lender; if lender is such as to entitle him to a federal home loan bank. Lender shall apply, the funds to pay the funds held in the institution or in any institution, of entity including lender.

The funds shall be held in a institution whose deposits are insured by a federal agency, insurability, of entity.

estimates of expenditures of funds, escrow items or otherwise in accordance with applicable law.

exceed the lesser amount, lender may estimate the amount of funds due on the basis of current data and reasonably law that applies to the funds, less a lesser amount. If so, lender may, at any time, collect and hold funds in an amount not to exceed the amount of funds held from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless another statute specifically provides otherwise, Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another lender for a federally related mortgage loan may require for Borrower's escrow account to exceed the maximum amount a lender may, at any time, collect and hold funds in an amount not to exceed the maximum items are called "escrow items". Lender may, in lieu of the payment of mortgage insurance premiums. These amounts are paid annually, if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to insurance of gross rents on the property, if any; (e) yearly hazard or property insurance premiums; (f) yearly flood premiums and assessments which may attach under the Note, until the Note is paid in full, a sum ("funds") for (a) yearly taxes and assessments which may attach under the Note, until the Note is paid in full, a sum ("funds") for (b) yearly leasehold

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and late charges due under the Note.

1. **Payment of Principal and Interest: Preparation and Late Charges.** Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to any encumbrances of record.

Borrower, grant and convey the property to the property is unencumbered, except for encumbrances of record, mortgages and warranties and will defend generally the title to the property against all claims and demands, subject to any

instrument. All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security

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Surgeon General's Report: Asbestos and Mesothelioma - A Summary of Scientific Evidence 990 (1986)

execution of this Securty instrument disclaimed as of time prior to the date of, no 2 days after the period as  
18. Borrower's Right to Kneelate. If borrower makes certain conditions, Borrower shall have the right to have  
remedies permitted by this Securty instrument without notice to Lender if excess sum secured by this  
Securty instrument.

If Lender takes to pay these sums prior to the expiration of this period, Lender may invoke any  
less than 10 days from the date the notice is delivered to Lender within which Borrower must pay all sums secured by this  
Securty instrument. If Borrower fails to give Borrower notice of acceleration, the notice shall provide a period of  
the date of this Securty instrument.

This Securty instrument, however, this option shall not be exercised if exercise is prohibited by federal law as of  
without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by  
it is sold or transferred for a beneficial interest in Borrower. It all or any part of the property of any interest in  
17. Transfer of the Property or a Beneficial Interest in Borrower. If transfer of interest and Borrower is not a natural person  
debarred to be exercisable.

be given effect without the conflicting provision. To this end the provisions of this Securty instrument and the Note are  
conflicts with applicable law, such conflict shall not affect other provisions of this Securty instrument or the Note  
provided in which the Property is located. In the event that any provision of either of the Note or this Securty instrument  
16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Securty instrument.

in this Securty instrument shall be deemed to have been given to Borrower if Lender makes payment in this  
period to Lender's address stated herein or by other address designated by Lender. Any notice provided for  
Address or any other address, Borrower designates by notice to Lender. Any notice to Lender shall be given by first class  
mailing a by hand to Lender's usual place of business or principal office. The notice shall be deemed to be given by the Property  
14. Notice. Any notice to Borrower provided for in this Securty instrument shall be given by delivery in or by  
preparation of the Note.

direct payment to Borrower. If a return receipt is made payable, the delivery will be deemed to a partial payment without any  
regarding to Borrower. Lender may choose to make this return by returning the same unopened under the Note or by mailing it  
the language to the pertinent law and (c) any such loan claim shall be made by first class  
which the loan exceed the pertinent law, then (c) any such loan claim shall be made by the amount necessary to  
charge, and this law is finally implemented so that the interest or other loan charges calculated to be collected in accordance  
13. Loan Charges. If the loan secured by this Securty instrument is subject to a law which sets maximum loan  
amount.

or make any accommodations with regard to the terms of this Securty instrument or the Note without the Borrower's  
agreement, and (b) agrees to, under and any other Borrower may agree to extend, modify, forgive  
Borrower's interest in the Note; in exchange this Securty instrument only to nonrecourse, general and ordinary law  
instrument but does not exclude the Note; in exchange this Securty instrument only to nonrecourse, general and ordinary law  
language. If Borrower's consent and agreement shall be given and received. Any Borrower who signs this Securty  
Securty instrument shall bind and become the successors and assigns of Lender and Borrower, except to the provisions of  
12. Successors and Assigns; Joint and Several Liability; Co-signers. The provisions and agreements of this  
provision of or preceding the execution of any instrument of record.

Borrower, successor or interest, any acceptance by Lender in exchange any right of remedy shall not be a  
otherwise modify substantially of the terms secured by this Securty instrument by reason of any demand made by the original  
that not be required to implement proceedings against any successor in interest or relate to extend the period of payment of  
of Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in interest Lender  
modification of any or all of the terms of this Securty instrument granted by Lender to any successor in interest Lender  
11. Borrower Not Kneelate; Forbearance by Lender Not a Waiver. Extension of the time for payment of  
provision the due date of the mortgaged property referred to in paragraphs 1 and 2 of this paragraph.

Lender and Borrower otherwise agree to exchange any application of proceeds to principal shall not extend or  
sums secured by this Securty instrument whether or not the date.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration of real or of the Property or to the  
an award or settle a claim for damages, Borrower shall be required to Lender within 30 days after the date the note is given,  
if the Property is understood by Borrower, or if, after notice by Lender to Borrower that the condenser offers to make  
then due.

offerers are providers, the proceeds shall be applied to the sums secured by this Securty instrument whether or not the sums are  
secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless otherwise  
Property in which the fair market value of the Property immediately before the taking is less than the amount of a partial taking of the  
Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the  
fracture, (a) the total amount of the sums secured immediately before the taking, divided by the fair market value of the  
the sums secured by this Securty instrument shall be applied to the amount of the proceeds multipled by the following  
secured by fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing  
which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the  
instrument, whether or not then due, and any excess paid to Borrower. In the event of a partial taking of the Property in  
shall be paid to Lender.

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assented and

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any